

R-17-195

RESOLUTION NO. _____

A RESOLUTION ENDORSING MEMORANDUM OF INTENT FOR THE PURCHASE AND SALE OF REAL PROPERTY BETWEEN THE NORTH LITTLE ROCK DOWNTOWN DEVELOPMENT BOARD AND MILL, LLC; AND FOR OTHER PURPOSES.

WHEREAS, the North Little Rock Downtown Development Board was created on August 22, 2016, by the City of North Little Rock by Ordinance No. 8832 as authorized by Act 412 of 1975, as amended and codified at Ark. Code Ann. § 14-137-101, et. seq., for the purpose of the proper and orderly development of the downtown area;

WHEREAS, the City of North Little Rock is currently proceeding with the planning and construction of a Downtown Plaza to serve as a multi-faceted gathering place for a variety of activities; and

WHEREAS, the Mill, LLC owns property in the immediate vicinity of the planned Downtown Plaza; and

WHEREAS, Mill desire to sell a portion of the property it owns in the area to the Downtown Development Board; and

WHEREAS, Downtown Development Board and Mill, LLC have entered into a Memorandum of Intent for the Purchase and Sale of Real Property, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City Council agrees that the acquisition by the Downtown Development Board of the property that is the subject of the Memorandum of Intent will be a benefit to the public by contributing to the proper and orderly development of the downtown area; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the City Council hereby endorses the Memorandum of Intent for the Purchase and Sale of Real Property entered into by and between the North Little Rock Downtown Development and Mill, LLC for the acquisition of property in the immediate vicinity of the Downtown Plaza.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

11/13/17

SPONSOR:

Joe A. Smith
Mayor Joe A. Smith *by AF*

APPROVED:

Mayor Joe A. Smith

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/ABF

FILED	<u>11:55</u>	A.M.	_____	P.M.
By	<u><i>A. Fields</i></u>			
DATE	<u>11-21-17</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u><i>S. Ussery</i></u>			

**MEMORANDUM OF INTENT
FOR THE PURCHASE AND SALE OF REAL PROPERTY**

Between

**The North Little Rock Downtown Development Board
and
Mill, LLC**

This Memorandum of Intent ("MOI"), made and entered in to this 22nd day of November, 2017, by and between the North Little Rock Downtown Development Board ("Downtown Board"), a public facilities board organized and existing pursuant to Arkansas law, and Mill, LLC ("Mill"), a limited liability corporation organized and existing pursuant to Arkansas law.

WITNESSETH:

WHEREAS, the City of North Little Rock, Arkansas, is currently proceeding with construction of a Downtown Plaza to serve as a multi-faceted gathering place for a variety of activities; and

WHEREAS, Mill owns certain property in the immediate vicinity of the planned Downtown Plaza; and

WHEREAS, the Downtown Board was created on August 22, 2016, by the City of North Little Rock by Ordinance No. 8832 as authorized by Act 412 of 1975, as amended and codified at Ark. Code Ann. § 14-137-101, et. seq., for the purpose of the proper and orderly development of the downtown area; and

WHEREAS, Mill desires to sell a portion of the property it owns in the area to the Downtown Board.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Property Sale.** Mill will sell to the Downtown Board certain real property generally described as the **North 381' of Lot 1R which was a replat of Lot 1, Mountaire Addition to the City of North Little Rock, Arkansas**, and as depicted on the map attached hereto as **Exhibit A** (the "Property").

2. **Survey.** Prior to closing, the Downtown Board will have the Property surveyed to determine the accurate legal description and square footage of the Property.

3. **Payment.** The Downtown Board agrees to pay and Mill agrees to accept the sum of \$16.00 per square foot, as reflected in the survey, as payment for the Property. The Purchase price is to be paid in cash for the property at the time of closing.

EXHIBIT

tabbles

 A

4. **Closing/Transfer Date.** The Property will transfer/close to the Downtown Board and the Downtown Board will take immediate possession of the Property on or before March 1, 2018

5. **Title Documents.** Upon payment of the purchase price, the Mill shall make, execute and deliver to the Downtown Board Mill's ^{special} warranty deed conveying the property free and clear of all liens and encumbrances, including taxes through the date of transfer of title. Mill shall provide an American Land Title Association (ALTA) owner's title insurance policy in the amount of the purchase price issued by a company authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to the Downtown Board. The Downtown Board and Mill shall be responsible for the customary share of the closing costs.

6. **Option.** The Downtown Board owns two parcels of property adjacent to and immediately to the East of the Property that is the subject of this MOI, extending to Magnolia Street. In consideration of payment by Mill in the amount of \$10.00, and in consideration of Mill's agreement to sell the Property that is the subject of this Agreement to the Downtown Board, the Downtown Board extends to Mill the option to purchase for the sum of \$11.00 per square foot the southernmost five (5) feet of the property adjacent to and to the east of Mill's Property extending to Magnolia Street. This option must be exercised on or before the closing date of the sale of the property that is the subject of this MOI. In the event that Mill exercises this option, the parties agree that the southern property line of the Property that is the subject of this MOI and is depicted in Exhibit A will be reduced by five (5) feet.

7. **Miscellaneous:**

a. This agreement shall be governed by the laws of the State of Arkansas.

b. This agreement contains the complete agreement between the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

c. Any portion of this agreement not otherwise consummated at closing will survive the closing of this transaction as a continuing agreement by and between the parties.

d. This agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors and assigns.

8. **Authority.** The persons executing this document each represent that he or she is duly authorized by his or her respective organization to bind the same to the terms contained herein.

DOWNTOWN DEVELOPMENT BOARD

By

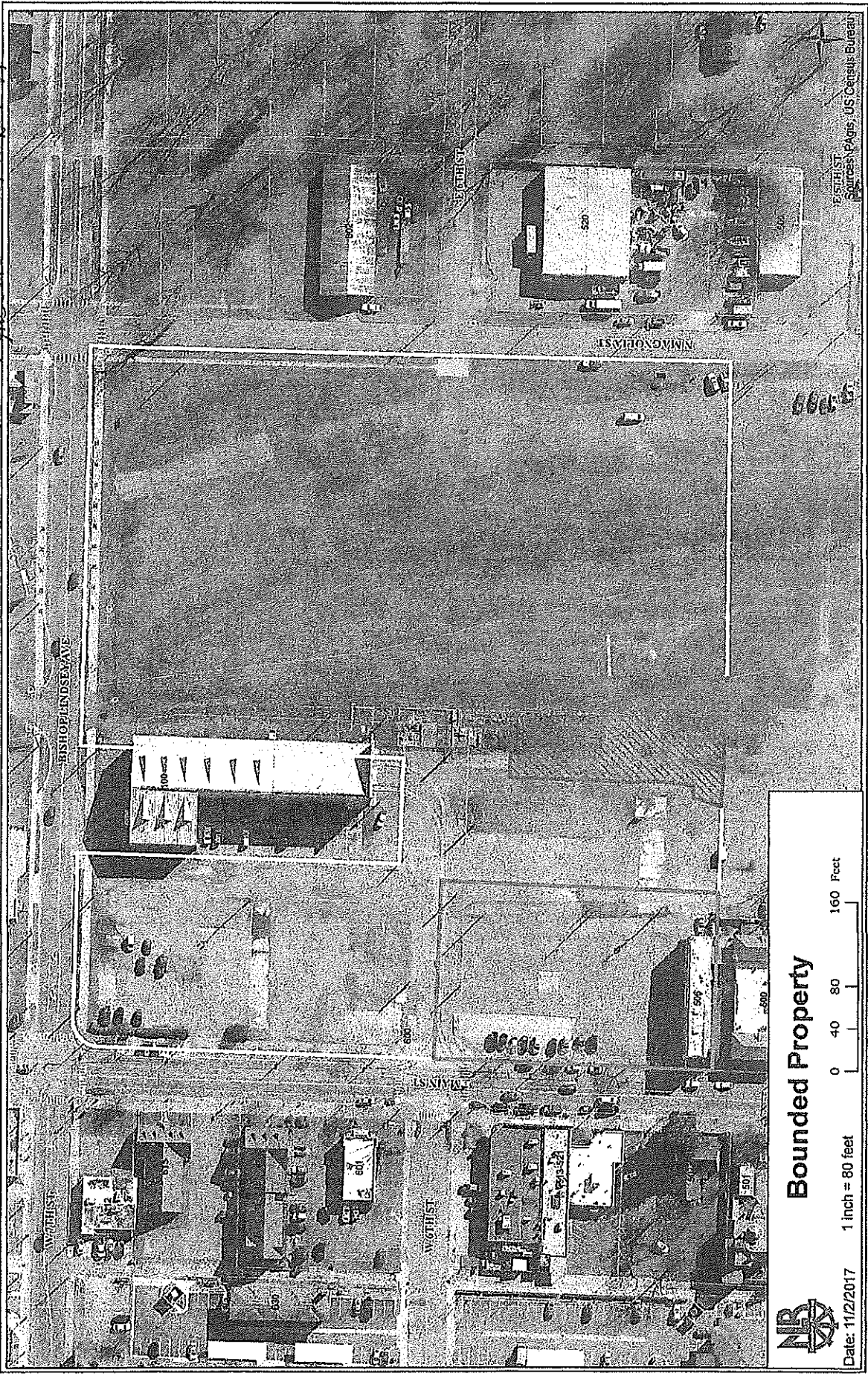
Danny Bradley
Danny Bradley, Chairman

MILL, LLC

By

John D. [Signature]
Title: Manager

NLR DDB - MILL, LLC Agreement Exhibit A



Bounded Property

Date: 11/2/2017 1 inch = 80 feet



Sources: Pags - US Census Bureau